

Fort Bend County Engineering
FORT BEND COUNTY, TEXAS

J. Stacy Slawinski, P.E.
County Engineer

January 26, 2023

Bryan Norton
Real Property Manager
City of Sugar Land Engineering
2700 Town Center Blvd. N
Sugar Land, TX 77479

Re: Right-of-Entry Agreement Instructions

Property IDs: 4802 Scenic Rivers Dr, Sugar Land, TX 77479 (R455247)

Dear Mr. Norton:

Fort Bend County is developing a project to develop a wireless traffic signal communication system. Fort Bend County is contacting landowners of property that has been identified as potential tower locations to request permission to enter the property to perform various types of surveys and investigations. The area needed for the tower would be acquired by an easement.

Per our communication with your organization, you have given permission for the tower to be placed within your property at the area shown in Attachment A.

The location is shown on the map with a 50' x 50' boundary. Tower Information:

- Tower height: 100' to 150'
- Tower will be a 3 or 4 leg tower, (no down-guy wires will be needed)
- Footprint: Max 50' x 50' area with Driveway if needed/available.
- Security: Fencing with locking gate will be installed.
- Power: Electrical service will be coordinated with the local electrical company for new service to the tower that would be funded by Fort Bend County.

Benefits:

- Fort Bend traffic system upgrades would promote smoother traffic flows, quicker responses, and less overall traffic incidents within its coverage areas serving the residence and visitors.
- The County would provide space on the tower for Owner's use if desired/needed.

301 Jackson St. | Richmond, TX 77469
Phone 281-633-7500



The enclosed Right-of-Entry Agreement (Agreement) provides a detailed explanation of the types and nature of the investigations that are needed. Access and length of time on the site will be scheduled the Owner before entry. If you are willing to grant Fort Bend County right-of-entry onto your property, please follow these steps to complete and return the enclosed Agreement.

- Sign and date the Agreement.
- Add your comments and conditions for the right-of entry at the bottom of the Agreement.
- Make a copy for your records.
- E-mail or Mail the original to: rick.staigle@fbctx.gov or;
Fort Bend County Engineering
301 Jackson Street, 4th floor
Richmond, TX 77469

Please note that you are not required to grant Fort Bend County right-of-entry, however we appreciate your consideration of this request.

If you have any questions or concerns, you may contact me rick.staigle@fbctx.gov or 281-633-7509.

Sincerely,

Rick J. Staigle, PE, PTOE

Rick J. Staigle, PE, PTOE
First Assistant County Engineer

Enclosures



Project Name: Wireless Traffic Signal Communication System

Project Limits: Various Locations

Control Section Job Number (CSJ): 0912-34-192

District and County: Houston District, Fort Bend County

Parcel ID: R455247

This Right of Entry Agreement (this "Agreement") is entered into by the City of Sugar Land, Texas, acting by and through its authorized designee (the "Grantor") to grant a right of entry ("ROE") to Fort Bend County, Texas, its contractors, consultants, agents, and all others it deems necessary and authorizes to perform work on its behalf (the "County"), upon the real property shown on the map attached hereto as Attachment A (the "Property") for the purpose of conducting environmental investigations.

The County proposes to construct a Wireless Traffic Signal Communication System (the "Project"). The Property has been identified as a potential location for a tower for the Project. Because the Project has Federal funding. The County is required by state and federal environmental laws to determine whether there are specific environmental resources located in the vicinity of the Project and evaluate the potential for impacting the resources that may be located on the Property. The County will be performing investigations for the Project, and may be identifying environmental resources on the Property including, but not limited to:

- Wetlands and Streams
- Cultural Resources, Historical and Archeological
- Hazardous Materials
- Threatened and Endangered Species
- Sensitive Habitat/Areas
- Land Surveying
- Geotechnical borings for foundation design

Work that the County deems necessary to complete the design, surveying, and environmental investigations needed for the Project will be conducted by consultants. The investigations may include surveys to identify archeological sites and, if sites are present, further evaluation of those sites to determine their eligibility for inclusion in the National Register of Historic Places and designations as a State Antiquities Landmark may be required. In some cases, the investigations may also involve the following activities:

- Limited hand excavation (such as a series of shovel-dug probes); and/or
- Mechanical trenching and scraping (trenches/scraping typically 5 by 15 feet in size and 6 feet in depth.
- Geotechnical borings for foundation design

Any excavations that are conducted will be backfilled, and the surface will be returned as closely as practicable to its original state. In addition, the County may need to investigate habitat and areas that may include threatened or endangered species and areas that may be wetlands or streams. Land surveying in the project vicinity, along the roadway right-of-way, may also need to be performed. Field investigations would likely take place on foot, but may require an all-terrain-vehicle (ATV) depending on the activities to be performed.



The Grantor understands and agrees to the following terms and conditions:

- The Grantor, reserves all rights, titles and interest in and to the Property.
- The ROE shall not prejudice the Grantor's rights to any relocation benefits for which the Grantor would otherwise be eligible.
- The Grantor grants the County access to perform the investigation work at its own risk and expense. Temporary flagging or temporary markers may be used to located specific features or survey points at the Property.
- The County is authorized to cross other portions of the Property in order to gain access for purposes of the investigative work.
- To the extent possible, the County will walk the Property and observe all of the information needed for the investigation, without using excavations. The County will leave the Property in substantially the same condition as it was prior to the investigation.
- The Agreement shall be effective the date it is executed by the last party hereto and shall remain in effect until the earlier of:
 1. The Agreement is revoked in writing by the Grantor,
 2. The Grantor no longer owns the Property,
 3. An easement on the Property is acquired by County; or
 4. One year from the effective date of this Agreement.
- The Grantor may be present during the investigation. Please indicate the preferred method for notification at the bottom of this Agreement.
- The Grantor will contact any tenants or lessees on the Property, or will provide the names and contact numbers to the County prior to the County entering the Property.
- The ROE, unless revoked or terminated, shall extend to and bind the parties, their heirs, executors, administrators, legal representatives, successors, and assigns, including the contractors, consultants, agents and all others County has deemed necessary to share in this ROE.
- Any artifacts found during the investigation will be documented in the field and then returned to the place from which they were found.

The County agrees that it will maintain insurance, according to the requirements in Attachment B, which is attached hereto and incorporated herein for all purposes. Simultaneously with execution of this Agreement, the County must provide the City with copies of certificates evidencing the insurance required by this Agreement.

If you have any questions about the investigations or surveys that may be conducted, or if you have information about the Property you wish to share, please contact:

Rick J. Staigle, PE, PTOE, First Assistant County Engineer

Email address: rick.staigle@fbctx.gov

Telephone Number: 281-633-7509.



Note that information, conditions, or comments concerning the Property may be described below.

This Agreement applies to the Wireless Traffic Signal Communication System and Parcel ID(s) **R455247**, and shall be effective as of the date of signature(s) below:

GRANTOR

FORT BEND COUNTY, TEXAS

Signature of Owner/Authorized Agent

KP George, County Judge

Printed Name of Owner/Authorized Agent

KP George

Date

Date

Contact Information:

Contact Information:

Telephone Number

281-341-8606

Telephone Number

E-Mail Address

fbc.judge@fbctx.gov

E-Mail Address

Mailing Address

Mailing Address

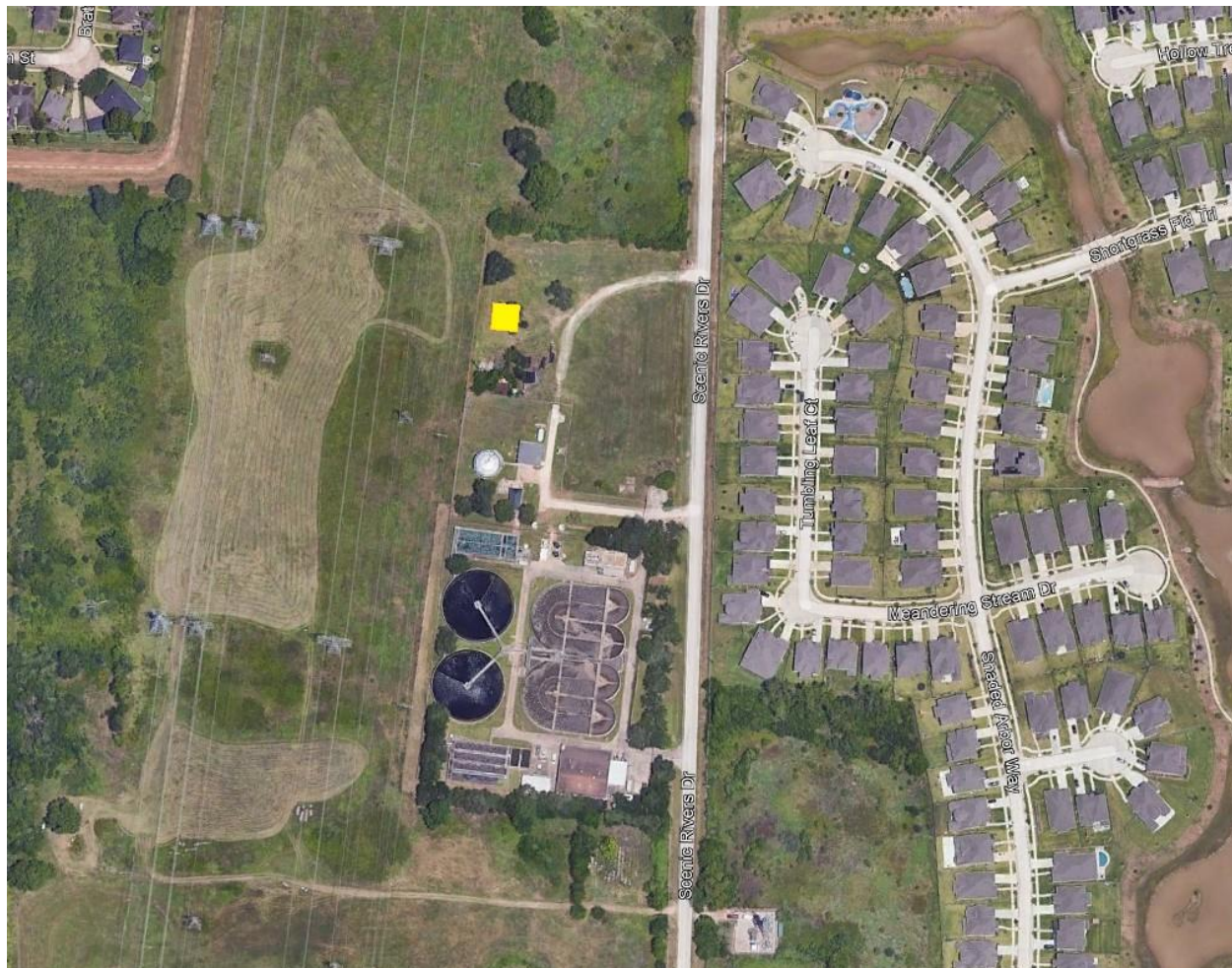
401 Jackson

Richmond, Texas 77469

Comment/Conditions for Right-of-Entry or Denial of Right-of-Entry
(Include contact information for advanced notification)



Attachment A



TOWER SITE #16

LAT: 29.556406° N

LON: 95.594016° W



ATTACHMENT B
REQUIREMENTS FOR INSURANCE

County shall comply with each and every condition contained herein. County shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City. Any Subcontractor(s) hired by County shall maintain insurance coverage equal to that required of County. It is the responsibility of County to assure compliance with this provision. The City of Sugar Land accepts no responsibility arising from the conduct, or lack of conduct, of any Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, County shall specifically endorse applicable insurance policies as follows:

- A. The City of Sugar Land shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement**
- B. A waiver of subrogation in favor of The City of Sugar Land shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement**.
- C. All insurance policies shall be endorsed to the effect that The City of Sugar Land will receive at least thirty (30) days' written notice prior to cancellation or non-renewal of the insurance.
- D. All insurance policies, which name The City of Sugar Land as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
- E. **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
- F. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Sugar Land of any material change in the insurance coverage.
- G. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
- H. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- I. County may maintain reasonable and customary deductibles, subject to approval by The City of Sugar Land.
- J. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
- K. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25) Coverage must be written on an occurrence form.
- L. Contractual Liability must be maintained covering County's obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
- M. Upon request, County shall furnish The City of Sugar Land with certified copies of all insurance policies.
- N. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Sugar Land concurrently with execution of the contract and prior to any access to the Property. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Sugar Land, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Sugar Land. The certificate of insurance and endorsements shall be sent to:

**City of Sugar Land
Purchasing Office
P. O. Box 110
Sugar Land, TX 77487-0110**

**emailed to: purchasing@sugarlandtx.gov
Faxed to: 281 275-2741**



INSURANCE REQUIREMENTS – RIGHT OF ENTRY

Items marked “X” are required to be provided if award is made to your firm.

Coverages Required & Limits (Figures Denote Minimums)

X Workers’ Compensation Statutory limits, State of TX.

X Employers’ Liability \$500,000 per employee per disease / \$500,000 per employee per accident / \$500,000 by disease aggregate

X Commercial General Liability:

	<u>Very High/High Risk</u>	<u>X</u> <u>Medium Risk</u>	<u>Low Risk</u>
Each Occurrence	\$1,000,000	\$500,000	\$300,000
Fire Damage	\$300,000	\$100,000	\$100,000
Personal & ADV Injury	\$1,000,000	\$1,000,000	\$600,000
General Aggregate	\$2,000,000	\$1,000,000	\$600,000
Products/Compl Op	\$2,000,000	\$500,000	\$300,000
XCU	\$2,000,000	\$500,000	\$300,000

X Automobile Liability: (Owned, Non-Owned, Hired and Injury & Property coverage for all)

<u>Very High/ High Risk</u>	<u>X</u> <u>Medium Risk</u>	<u>Low Risk</u>
Combined Single Limits	Combined Single Limits	Combined Single Limits
\$1,000,000 Bodily	\$500,000 Bodily	\$300,000 Bodily

Garage Liability for BI & PD

\$1,000,000 each accident for Auto, \$1,000,000 each accident Non-Auto
\$2,000,000 General Aggregate

Garage Keepers Coverage (for Auto Body & Repair Shops)

\$500,000 any one unit/any loss and \$200,000 for contents

Umbrella each-occurrence with respect to primary Commercial General Liability, Automobile Liability, and Employers Liability policies at minimum limits as follows:

Contract value less than \$1,000,000: **not required**

Contract value between \$1,000,000 and \$5,000,000: **\$4,000,000 is required**

Contract value between \$5,000,000 and \$10,000,000: **\$9,000,000 is required**

Contract value between \$10,000,000 and \$15,000,000: **\$15,000,000 is required**

Contract value above \$15,000,000: **\$20,000,000 is required**

Excess coverage over \$10,000,000 can be provided on “following form” type to the underlying coverages to the extent of liability coverage as determined by the City.

Professional Liability, including, but not limited to services for Accountant, Appraiser, Architecture, Consultant, Engineering, Insurance Broker, Legal, Medical, Surveying, construction/renovation contracts for engineers, architects, constructions managers, including design/build Contractors.

Minimum limits of \$1,000,000 per claim/aggregate. This coverage must be maintained for at least two (2) years after the project is completed.

Builder's Risk (if project entails vertical construction, including but not limited to bridges and tunnels or as determined by the City of Sugar Land) Limit is 100% of insurable value, replacement cost basis

Pollution Liability for property damage, bodily injury and clean up (if project entails possible contamination of air, soil or ground or as determined by the City of Sugar Land)

\$1,000,000 each occurrence

\$2,000,000 aggregate

Other Insurance Required: _____

NOTE: The nature/size of a contract/agreement may necessitate higher limits than shown above. These requirements are only meant as a guide, but in any event, should cover most situations. Check with Purchasing & Risk Management if you need assistance or need additional information.